



County of Los Angeles  
**CHIEF ADMINISTRATIVE OFFICE**

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DAVID E. JANSSEN  
Chief Administrative Officer

Board of Supervisors  
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Fifth District

June 27, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**SECOND MODIFICATION TO LICENSE AGREEMENT NO. 61543  
SUPERIOR COURT- SANTA MONICA CIVIC CENTER  
1855 MAIN STREET, SANTA MONICA  
(THIRD DISTRICT) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Mayor to sign the attached Modification No. 2 to Lease No. 61543, with the City of Santa Monica (City) to reduce the number of Superior Court parking spaces from 450 to 325, and increase the County's annual parking rent from \$324,000 to \$583,600.
2. Find that the Modification is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Class 1, Section r, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987 and Section 15061 (b) (3) of the State CEQA Guidelines.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Modification Agreement No. 2 will extend parking License Agreement No. 61543, which currently provides employee and juror parking for the Superior Court and satisfy a provision in Modification No. 1 which extended the term of License No. 61543 for five years, but required the parties to meet and negotiate in good faith the provisions of the License Agreement. The City has long desired a revised agreement to allow them to raise the parking rates to reflect market rates. The number of parking spaces under contract will be reduced from 450 to 325 to reflect the parking requirements at this facility. The reduction in spaces will satisfy the County's use and limit the County's financial obligation under the new proposed rent, while still providing adequate parking for Superior Court operations and other County tenants housed in the Courthouse. Approval of the Modification Agreement will allow the Superior Court to continue to provide adequate parking accommodations for the Court, County staff, jurors and other court business.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The Countywide Strategic Plan directs that we provide the public with beneficial and responsive services (Goal 1). The Modification supports the goal of service excellence as it will result in the general benefit to Court operations, while at the same time maintaining sufficient parking for employees and jurors at this Civic Center Courthouse location.

### **FISCAL IMPACT/FINANCING**

The proposed amendment will increase the parking rental rate from \$3.00 per space per day (\$324,000 per year) to \$7.27 per space (\$583,600 per year) and reduce the number of guaranteed parking spaces under contract from 450 to 325, thus allowing the County to limit its financial obligation while still providing adequate parking for employees, jurors and other Court business. The City is charging the County a reduced rate, of approximately 91 percent based on the \$8.00 daily rate charged to the public.

The County currently has 312 keycards and will return 137, keeping 175 keycards for employee parking and shall pay the actual replacement costs for any keycards not returned to the City, not to exceed \$8.00 per card. We anticipate 45 percent of the original keycards issued needing replacement for an estimated expenditure of \$1,128 over the term of the License.

	(Current Lease )	(Proposed in Modification No. 2)	Change
No. of Parking Spaces	450	325	-125
Annual Parking Rent	\$324,000 (based on 240 days per year)	\$583,600 (based on 247 days per year)	+ \$259,600
Daily Rate Per Space	\$3.00	\$7.27	+ \$4.27
Term	5 years (to expire Nov. 14, 2009) or one calendar year after transfer of real property to the State of California, whichever occurs earlier	Same	None
Cancellation	City has right to cancel anytime. Can terminate for cause if a default is not cured within 15 days.	Add either party's right to cancel upon 30 days written notice.	County right to Cancel
Rental Adjustments	City has sole discretion to increase based on increase in public parking rates. Capped at \$1.16/space/day.	City maintains sole discretion to increase rates, however City to charge County 90% of public rate.	90% of market
Right to Assign	None	Add right to assign to successors in interest.	County can assign
Number of reserved employee spaces	150	25	-125
Number of employee spaces	300	175 (at County's discretion)	-125
Number of employee keycards	300	175 (County to pay for replacement keycards at a cost not to exceed \$8.00 per card)	+\$1,128
Number of (juror) validation spaces	150	150	No change
Number of spaces available for after hours use	None	20	+ 20
Additional Validation Parking	Available, invoiced monthly based on public rate.	Same	No Change

The original License Agreement No. 61543 provides the City sole discretion to increase the parking fees paid by the County, equal to the rate of increase for public use, with 30 days prior written notice. The proposed Modification will include a rental adjustment provision not to exceed 90 percent of the public daily (business hours) rate, when rates are increased for the public at this specific location.

The License Agreement indicates the City is in the process of determining the feasibility of alternate parking equipment that would provide real time tracking of usage of the Civic Center parking lot. Such a system would provide more accurate information on the use of validation spaces, and allow for an alternative, and presumably more equitable fee structure if implemented. Neither party is under obligation to commit to the alternate system, nor its fee structure. The system shall apply only to additional parking and shall not impact the license fees for the 325 spaces proposed at this time. The preliminary concept is mentioned in the agreement to provide the County information to consider for their future parking needs at this facility.

Sufficient funding for the parking rent expense increase is proposed in the 2006-07 Rent Expense budget. Although Superior Court operations are funded by the State, the court's parking expenses, like other facility-related expenses remain a net County cost until completion of the SB 1732 Trial Court Facilities Transfer.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Superior Court facility is located at 1725 S. Main Street, on County owned property in the City of Santa Monica Civic Center. Since 1975, the County has leased parking spaces from the City to accommodate County staff, jurors and other visitors. The latest License Agreement No. 61543, dated June 27, 1989, expired in July 1991. Thereafter, the parties extended the term on a month to month basis by mutual agreement pursuant to letters dated June 21, 1991, March 14, 1995, and June 3, 1999. On November 16, 2004 Modification No. 1 to License No. 61543 extended the term of the License to November 15, 2009 or up to one calendar year after the transfer of the real property to the State through the Trial Court Facilities Transfer process, whichever occurs earlier.

The proposed Modification contains the following terms:

- The number of contract parking spaces has been reduced from 450 to 325.
- The number of employee spaces has been reduced from 300 to 175 (allocation of spaces between employees/validations is at County's discretion).
- The number of reserved employee spaces adjacent to the Court building will be reduced from 150 to 25. City shall grant the County right to install signage (at County's expense) to designate reserved spaces.

- The number of validation spaces for use by jurors, and visitors is at the County's discretion, and initially will remain unchanged at 150 spaces.
- The term for Modification No. 2 shall become effective upon adoption by the Board and will terminate November 15, 2009 or up to one calendar year after the transfer of the real property to the State, unless terminated earlier by either party.
- The City will maintain the right to increase parking fees to the County, when the City increases the daily public parking rate at this location. The City further agrees to charge the County 90 percent of the daily public rate (fair market value). The City will grant the County 30 days notice prior to the rate increase.
- The parking rate will increase from \$3.00 to \$7.27 per space (from \$324,000 to \$585,600 annually).
- The City will grant County up to 20 parking spaces for after-hours use (regular permitted hours are 6:30 a.m. to 6:00 p.m.). These spaces are for employees engaged in courthouse operations in the evenings.
- The modification will grant the County the right to terminate the agreement upon 30 days prior written notice should courthouse operations cease at the Santa Monica Courthouse. Currently, only the City has a right to cancel the agreement.
- The modification adds a right to assign provision to successors in interests, including but not limited to the State of California.

The City of Santa Monica has not increased the County's parking rates since July of 1995, while rates charged to the public have steadily increased since that time to reflect market conditions. The Superior Court has approximately 238 on-site staff, including interns, student workers, and other full-time and part-time staff, providing support for the Court operations. However, on average, only 175 employee parking spaces are required on a daily basis due to fluctuations in employee schedules. Another 150 parking spaces are needed to accommodate jurors and other visitors conducting court business. Total Courthouse spaces required is 325 spaces, or a reduction of 125 spaces from the current 450 spaces.

The CAO Real Estate Division staff surveyed the immediate area to determine the availability of comparable and more economical parking sites. Staff was unable to identify any sites in the surveyed area that could suitably accommodate this requirement at a lower cost. Based upon said survey, staff has established that the rental range for private parking in the Santa Monica area is between \$6.25 and \$12.00 per day per vehicle, on a monthly contract basis, or between \$10.25 and \$17.00 on a per daily rate basis. The City of Santa Monica sets the market for public lot parking rates which range from \$3.00 to \$10.00 per space per daily rate basis. Thus, the proposed daily rental rate of \$7.27 is within the market range for the Civic Center Area.

The Santa Monica Courthouse serves the local community, including the surrounding cities and communities of West Los Angeles, Culver City, Mar Vista, Palms, Rancho Park, Venice, Beverly Hills, West Hollywood, Malibu and Pacific Palisades. Approval of the proposed rent increase will allow Superior Court to continue operating from this location and provide legal service and support to this geographic area.

The Superior Court judicial and administrative staff and Chief Administrative Office staff have cooperated in the negotiations resulting in this modification agreement. The City has requested the County to execute the document first. This matter has been scheduled to be on the City Council Agenda on June 27<sup>th</sup> in the afternoon.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

In accordance with your Board's policy on the housing of any County offices or activities, the Superior Court concurs with the recommendation to approve Modification Agreement No. 2, to Lease No. 61543. The Modification Agreement has been reviewed and approved as to form by County Counsel.

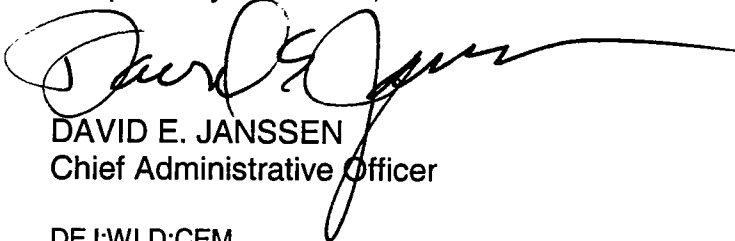
**NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT**

This Office has made an initial study of environmental factors and has concluded that this project is exempt from CEQA as specified in Class 1, Section r, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15061(b) (3) of the State CEQA Guidelines.

**CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors, return quadruplicate originals of the executed Modification Agreement and the adopted, stamped Board letter, and two certified copies of the Minute Order to the CAO, Real Estate Division, 222 South Hill Street, 4th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



DAVID E. JANSSEN  
Chief Administrative Officer

DEJ:WLD:CEM

MS:FC:hd

Attachment

c: County Counsel  
Auditor-Controller  
Superior Court

1855Main.b

**SUPERIOR COURT – SANTA MONICA CIVIC CENTER**  
**1855 MAIN STREET, SANTA MONICA**  
**Asset Management Principles Compliance Form<sup>1</sup>**

<b>1.</b>	<b><u>Occupancy</u></b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>
A	Does lease consolidate administrative functions? <sup>2</sup> <b>This is an agreement for parking spaces to accommodate parking needs for adjacent County owned facility.</b>				X
B	Does lease co-locate with other functions to better serve clients? <sup>2</sup> <b>see A above.</b>				X
C	Does this lease centralize business support functions? <sup>2</sup> <b>see A above.</b>				X
D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> <b>Parking provided is adequate based on audit of usage in previous fiscal year.</b>				X
<b>2.</b>	<b><u>Capital</u></b>				
A	Is it a substantial net County cost (NCC) program? List % NCC <span style="float: right;"><b>100%</b></span>		X		
B	Is this a long term County program?		X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?			X	
D	If no, are there any suitable County-owned facilities available?			X	
E	If yes, why is lease being recommended over occupancy in County-owned space?				X
F	Is Building Description Report attached as Attachment B?		X		
G	Was build-to-suit or capital project considered? <b>No other available space in the immediate vicinity of the courthouse to meet the parking needs.</b>			X	
<b>3.</b>	<b><u>Portfolio Management</u></b>				
A	Did department utilize CAO Space Request Evaluation (SRE)? <b>Request came from the Board Office</b>			X	
B	Was the space need justified?		X		
C	If a renewal lease, was co-location with other County departments considered?			X	
D	Why was this program not co-located?				
	1. ____ The program clientele requires a "stand alone" facility.				
	2. <u>X</u> No suitable County occupied properties in project area.				
	3. ____ No County-owned facilities available for the project.				
	4. ____ Could not get City clearance or approval.				
	5. ____ The Program is being co-located.				
E	Is lease a full service lease? <sup>2</sup> <b>We pay for up to 325 spaces plus additional validations (if we exceed the 325). Parking lot is maintained by the City.</b>		X		
F	Has growth projection been considered in space request?		X		
G	Has the Dept. of Public Works completed seismic review/approval?				X
	<sup>1</sup> As approved by the Board of Supervisors 11/17/98				

<sup>2</sup>If not, why not?

**Attachment B**

**Superior Court - Santa Monica Civic Center  
1855 Main Street, Santa Monica**

FACILITY NAME	ADDRESS	PARKING SPACES	NUMBER AVAILABLE
Fire-Central Section Lifeguard Headquarters	1642 Promenade Santa Monica 90401	15 on-site parking spaces	None
DHS-Yvonne Braithwaite Burke Health Center/ PPP	2509 W. Pico Blvd. Santa Monica	140 on-site parking spaces	None

## SECOND MODIFICATION OF LICENSE AGREEMENT NUMBER 61543

This Second Modification of License Agreement Number 61543 ("Second Modification") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF SANTA MONICA, a municipal corporation (the "City" or "Licensor"), in its proprietary capacity, and COUNTY OF LOS ANGELES, a body politic and corporate (the "County" or "Licensee"), and is made with reference to the following:

### RECITALS

A. The City is the owner of certain real property referred to as the Santa Monica Civic Auditorium Parking Lot located adjacent to the Santa Monica Civic Auditorium at 1855 Main Street, Santa Monica, California 90401. The City currently operates the Santa Monica Civic Auditorium Parking Lot ("Parking Lot") for use by, among others, members of the public, Civic Auditorium event attendees, City employees, City visitors, County employees, County jurors, and County visitors.

B. The County is the owner of certain real property located at 1725 Main Street, California 90401 on which the State of California operates a Superior Court and the County maintains a courthouse for courthouse operations.

C. On or about June 27, 1989, the City and County entered into License Agreement Number 61543 (the "Original Agreement") for the use of certain parking spaces by jurors and County employees at the Parking Lot. The Original Agreement was amended pursuant to a First Modification of License Agreement Number 61543 dated November 15, 2004 ("First Modification") which extended the term of the license. The Original Agreement, First Modification and this Second Modification may be referred to collectively herein as "the License Agreement."

E. The City and County desire to modify the License Agreement to increase the license fee, to modify the number of parking spaces, and to set forth certain operational aspects of the parking spaces, upon the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

#### SECTION 1. GRANT OF LICENSE.

Section 1 of the Original Agreement entitled "PURPOSE AND TERM" shall be deleted and replaced with the following:

1.1. Grant of License; Purpose and Use. Licensor grants to Licensee a nonexclusive license for the use of a certain number of parking spaces in the Parking Lot

for the Licensee's courthouse operations in accordance with the terms and conditions set forth in this Second Modification, including the following:

(A) Number of Parking Spaces. Subject to the terms of this License, Licensee may use up to 325 parking spaces within the Parking Lot for courthouse operations ("County Parking"), including parking for County employees, judges, commissioners, County law enforcement personnel, other court personnel assigned to the Courthouse, jurors, or other courthouse purposes.

(B) Location of Parking Spaces.

(i) Reserved Parking (25 Spaces). 25 of the County Parking spaces shall be specifically reserved and allocated for exclusive use by the County ("Reserved Parking") within the Parking Lot. The City and County shall meet and confer about the location of the Reserved Parking upon request by either party. The City shall make a good faith effort to locate the Reserved Parking adjacent to the Courthouse; however, it shall not be obligated to do so. The City reserves the right to move the location of the Reserved Parking from time to time during the term of this License Agreement for municipal needs, including the implementation of the Civic Center Specific Plan provided that prior to such change in location the City shall meet and confer with the County and court personnel.

(ii) Remainder of County Parking (300 Spaces). Other than the Reserved Parking, the remainder of the County Parking consisting of 300 parking spaces shall not be in reserved spaces.

(iii) Validated Parking. The County may utilize its discretion to decide how many of the remaining 300 spaces will be allocated on a validation basis for jurors, vendors, suppliers of the Licensee, or for other courthouse purposes ("Validated Parking"). The Validated Parking shall not be in reserved spaces and shall be allocated on a space by space basis. The ticket holder of a validated parking ticket shall be allowed one ingress and egress and shall not be entitled to "in and out" privileges

(iv) Parking Lot Only. This license is for the Parking Lot only and no authority is granted for parking in any other location. Accordingly, validations and keycards shall not be accepted in any other parking lot or facility.

(C) Signage of Reserved Parking. Licensee shall install signage, at its sole expense, to identify the Reserved Parking. Any signage shall be subject to prior approval by the Civic Auditorium Manager and the City Transportation Planning Manager. The City shall review and render a decision approving or disapproving the signage submitted by the County within thirty (30) days of the submittal of signage plans. Licensee shall not erect any fence, barrier or entrance

gate around the Reserved Parking. Licensee, in its sole discretion, will determine the appropriate form of vehicle identification for those vehicles parked in the Reserved Parking spaces.

(D) Enforcement of the 25 Reserved Parking Spaces. Licensee agrees to educate its employees about the procedures for notifying the appropriate regulatory agency in the event of unauthorized parking in the 25 Reserved Parking spaces. The Licensor, in its proprietary capacity, shall not be responsible for enforcement of the Reserved Parking.

(E). Keycards. Licensee has 312 keycards and will return 137 keycards, keeping 175 keycards for County Parking (or any other number of keycards as mutually agreed upon by the parties), and shall pay the actual replacement cost for any keycards not returned or asked by Licensee to be replaced. Licensee shall provide to the City the names of those individuals receiving keycards, and in the event of termination, resignation or transfer of such individual, the Licensee shall notify the City immediately in order for the City to deactivate such keycard. The cost of any replacement key cards shall not exceed \$8.00 per card during the Term of this Agreement. In the event the City changes its parking equipment, it will issue new keycards to the County without cost to the County.

(F) Valometers. The City has provided to the County two valometers for validation of parking tickets subject to Validated Parking. The County will pay for the replacement or repair of such valometers, if necessary.

(G). Requirements for Entry and Exit. To utilize this license, all vehicles, including, but not limited to, law enforcement vehicles, must present a keycard or take a parking ticket in order to enter the Parking Lot, and must present a keycard or a validated parking ticket to exit.

Except as set forth in this Section 1, no other activity or use is permitted. This license does not constitute an estate or interest in real property and is merely a conditional, limited right to enter upon the Parking Lot pursuant to the terms of this License Agreement. All references to "Premises" in the Original Agreement shall refer to the parking spaces identified in Section 1, above.

## **SECTION 2. TERM.**

Section 1 of the First Modification (which in turn modified Section 1 of the Original License) shall be deleted and replaced with the following: "The term of the License Agreement shall continue until the earlier of: (i) five (5) calendar years commencing from the Execution Date of the First Modification (November 15, 2004); or (ii) one (1) calendar year after the transfer of this License from the County of Los Angeles to the State of California, unless terminated earlier pursuant to Section 6 of this Second Amendment.

### SECTION 3. PAYMENT.

Section 3 of the Original License entitled "PAYMENT" shall be deleted and replaced with the following:

Licensee agrees to pay the following license fees to City for the license to use the parking spaces:

A. License Fee for County Parking. As consideration for the license granted herein for County Parking, Licensee shall pay to the City an annual license fee in the sum of Five Hundred Eighty-Three Thousand Five Hundred Ninety-Nine Dollars (\$583,599) per year, payable in twelve monthly payments of Forty-Eight Thousand Six Hundred Thirty-Three Dollars and Twenty-Five Cents (\$48,633.25), for the 325 parking spaces referred to as County Parking ("License Fee"). This amount represents a parking rate of \$7.27 per space for 247 days of use per year. The monthly payments are due and payable to City in advance, on the first day of each month during the term of this License Agreement.

B. Fees for Additional Parking. From time to time, the County may request to purchase additional validated parking from the City to meet additional parking needs of the Courthouse beyond those set forth in this Agreement ("Additional Parking"). Said Additional Parking shall be subject to availability and allocated on a space-by-space basis, at the sole discretion of the City. Unless otherwise set forth in this Agreement, the fee for such Additional Parking shall be at a parking rate of \$7.27 per space, and shall be subject to all of the terms and conditions of this Agreement. The City shall present an invoice to the County representing the fee for such Additional Parking, and the County shall pay the invoice within thirty (30) days upon receipt thereof.

i. Exploration of Alternate Parking Equipment. The City is currently in the process of reviewing the feasibility of acquiring new parking equipment that would have the capability of reporting real time usage for use of the Parking Lot, and seeks to conclude such review within 18 months from the Execution Date. The alternate parking equipment is subject to the following: (i) completion of such review, (ii) approval by the City Council, (iii) successful installation and implementation of equipment, and (iv) City approval for an alternate fee structure. After compliance with the above, the City will meet and confer to discuss an alternate fee structure for such Additional Parking other than set forth in Section 3(A), which shall include, at minimum, the real time usage of the Parking Lot per validation and a pro rata allocation of the administrative and operational costs of reporting associated with such new parking equipment. The alternate parking equipment discussed herein is preliminary in concept and nothing in this Section 3(B)(i) shall be deemed to obligate either party to such new parking equipment or any alternate fee structure. This subsection shall apply only to Additional Parking and shall

not impact in any way the License Fees agreed to by the parties for the 325 spaces defined in Section 1.1 as the County Parking.

C. Increase In Public Parking Rate. If during the term of this Agreement, the City seeks to increase public parking rate for the Parking Lot beyond the current public parking rate and to increase the License Fees beyond the amount set forth in this License Agreement, the City shall provide to the County a Notice of Rate Increase and an opportunity to meet and confer as soon as feasibly possible upon request by the County. Upon compliance with the terms set forth in this Section 3 of this Second Modification, the City may, after thirty (30) days from the Notice of Rate Increase, increase the License Fees to a parking rate equal to ninety percent (90%) of the public parking rate then charged by the City for parking in the Parking Lot during the Permitted Hours as defined below in Section 5(A) of this Second Amendment multiplied by the number of spaces set forth in Section 1.1(A) of this Second Modification multiplied by 247 use days.

D. Dates and Form of Payments. The License Fees shall be paid, without set off or deduction, by check or money order payable to the City of Santa Monica, and shall be mailed or delivered to the following address:

City of Santa Monica Civic Auditorium  
1855 Main Street  
Santa Monica, California 90401  
Attention: Civic Auditorium Manager

E. Proration. In the event this License is in effect for less than a full calendar month, Licensee shall pay a pro rata portion of such monthly payment for the fraction of the month that the License is in effect.

F. Application of Payments. All payments received by the City from Licensee shall be applied to the oldest payment obligation owed by Licensee to City. No designation by Licensee, either in a separate writing or on a check or money order, shall modify this clause or have any force or effect.

#### **SECTION 4. INTERRUPTION OF USE.**

Section 4 of the Original Agreement entitled "INTERRUPTION OF USE" shall be deleted and replaced with the following:

A. No Liability. If for any reason the City cannot provide the Licensee with the use of County Parking, including Reserved Parking, as specified in Sections 1 and 4 of this Second Modification, then the City shall not be subject to any liability under this Agreement and the County's sole remedy shall be for a reduction in the License Fee for the period of nonuse.

B. Discretion to Provide Alternate Parking. The City may, in its sole discretion, provide the following: (i) alternate locations for County Parking, including Reserved Parking, for any period of time when such 325 County Parking spaces are unavailable for use by the Licensee; and (ii) shuttle service to and from the Parking Lot during the Permitted Hours. Where the City provides such alternate parking pursuant to this Section 4(B) of this Second Modification, the Licensee shall remain obligated to pay the License Fees specified in Section 2 of the Second Modification. The City shall utilize its best efforts to provide forty-eight (48) hour advance notice to the County in connection with such alternate parking pursuant to this Section. Nothing in this Section 4(B) is intended to apply to Additional Parking, which shall always be on a first come first serve basis.

## **SECTION 5. HOURS OF PERMITTED USE.**

Section 6 of the Original Agreement entitled "HOURS OF OPERATION" shall be deleted and replaced with the following:

A. Hours of Permitted Use. The Licensee's hours of permitted use for County Parking, Validated Parking and Additional Parking, if any, shall be from Monday through Friday, excluding legal holidays, from 6:30 a.m. to 6:00 p.m. ("Permitted Hours"), and shall be no more than 11.5 hours per day.

B. Limited Use After Permitted Hours. Other than Permitted Hours, the Licensee may use up to 20 of the County Parking spaces for employees engaged in courthouse operations in the evenings and week-ends, subject to availability and prior notification to the City ("Permitted After Hours") for no additional charge. In the event of any emergency where the County is unable to provide prior notice for Permitted After Hours parking, failure to provide notice will not constitute breach of the Agreement. However, for any parking beyond the Permitted Hours and beyond the 20 spaces for Permitted After Hours parking set forth in this subsection (B), the parties agree that the parking rate for such additional parking shall be \$7.27 per space or as otherwise adjusted in accordance with Section 3, above, and multiplied by the number of spaces required by the County; however, any event cosponsored by the City shall not be subject to this subsection (B) and the parking amount shall be mutually agreed upon by the parties.

C. City's Discretion. Except for the Permitted Hours under Section 6(A) and limited evening and week-end use under Section 6(B), the City shall, at its sole discretion, be entitled to use and charge for the use of any of its the parking spaces or use of the Parking Lot which are subject to this License Agreement. Nothing contained in this License Agreement shall be interpreted as limiting the authority of the City to charge and collect fees for the other's use of the Parking Lot.

## **SECTION 6. TERMINATION.**

Section 18 of the Original Agreement entitled "TERMINATION FOR CAUSE" shall be deleted and replaced with the following:

6.1 Termination for Cause. In the event Licensee hereto fails or refuses to perform any of the provisions of the License Agreement at the time and in the manner required, Licensee shall be deemed in default of the performance of this Agreement. If such default is not cured within a period of fifteen (15) days after receipt by Licensee from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City, may terminate the License Agreement by giving to the Licensee written notice of termination.

6.2 Termination for Convenience. The County may terminate this License Agreement, for convenience, upon thirty (30) days written notice to the City.

6.3 Cessation of Courthouse Operations. In the event that the Licensee, or any successor thereof, ceases courthouse operations at the Santa Monica Courthouse, then either party may terminate this License Agreement upon thirty (30) days written notice.

## **SECTION 7. RIGHT TO ASSIGN.**

All of the terms and conditions of the License Agreement shall be binding on all successors in interests, and assigns of the parties, including, without limitation, the State of California or its designee. No assignment shall be effective without written notification provided by either the assignor or assignee, to the other party to this license pursuant to the notice provisions set forth in Section 16 of the Original License. Upon assignment, the assignee shall be obligated to assume all of the obligations of the assignor set forth in this License Agreement.

## **SECTION 8. NOTICES.**

Section 16 of the Original License shall be deleted and replaced with the following: "All notices required or permitted by this License Agreement shall be in writing, addressed to the party intended, and shall be delivered by personal service, or by certified mail, return receipt requested and postage prepaid, as follows:

To: Board of Supervisors  
Kenneth Hahn Hall of Administration  
Room 383  
500 West Temple Street  
Los Angeles, CA 90012

With a copy to:

County of Los Angeles  
Chief Administrative Office  
Real Estate Division  
222 South Hill Street, Third Floor

Los Angeles, California 90012  
Attention: Director of Real Estate

and

County Counsel  
Room 648  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

With a copy to:

Los Angeles Superior Court  
Santa Monica Courthouse  
1725 Main Street, Room 232  
Santa Monica, CA 90401

To: City of Santa Monica  
1685 Main Street, Room 212  
Santa Monica, California 90401  
Attention: City Manager

with a copy to:

Santa Monica City Attorney's Office  
1685 Main Street, Third Floor  
Santa Monica, California 90401  
Attention: City Attorney

All notices shall be deemed effectively served upon receipt. Either party may, at any time, change its recipients or address for receipt of Notice by sending a notice to the other party in accordance with this Sections stating the change and setting forth the new recipient or new address.

#### **SECTION 9. FULL FORCE AND EFFECT.**

Except as set forth herein, all of the other terms and conditions of the Original Agreement and First Modification shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Second Modification to be executed the day and year first above written.

LICENSOR:

CITY OF SANTA MONICA,  
a municipal corporation

By: \_\_\_\_\_  
P. LAMONT EWELL  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
MARSHA JONES MOUTRIE  
City Attorney

ATTEST:

\_\_\_\_\_  
MARIA STEWART  
City Clerk

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

LICENSEE:

COUNTY OF LOS ANGELES,  
A body politic and corporate

By: \_\_\_\_\_  
DEPUTY

By: \_\_\_\_\_  
MICHAEL D. ANTONOVICH  
Mayor, Los Angeles County

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.  
Office of the County Counsel

By: Kathleen Felice by AC  
Kathleen D. Felice  
Principal Deputy County Counsel

CONCURRENCE:

THE LOS ANGELES SUPERIOR COURT  
STATE OF CALIFORNIA

By: John A. Clarke  
JOHN A. CLARKE  
Executive Officer/Clerk